the benefits are not limited to such descendants, preference only being given to them, the trusts are everywhere charitable. *Matter of MacDowell* (1916) 217 N. Y. 454, 112 N. E. 177; *Dexter* v. *Harvard College* (1900) 176 Mass. 192, 57 N. E. 371; *Perin* v. *Carey* (1860) 24 How. 465. In the instant case, however, the beneficiaries are so limited. The objection to allowing the corporation exemption is that the class to be benefited is not sufficiently large or indefinite to justify permitting the testator to evade the tax laws and still care for the natural objects of his private bounty. Exemption is warranted only where the devise is of public advantage. But the lineal descendants of William Beekman do not lose their character as members of the public merely because of their ancestry. Hence, the actual size of the Beekman family seems a very material element in the instant case. In disregarding this element and consequently over-emphasizing the fact that the corporation was organized solely to benefit the decedent's kin, the court seems to have erred.

TORTS—INDUCING BREACH OF CONTRACT.—A summons alleged that L had employed the plaintiff to institute proceedings to have L's husband declared a prodigal, that the proceedings were duly instituted, and that the defendant, with knowledge of the facts, induced L by false representations to break the contract and withdraw the proceeding. *Held,* allegations sufficient. *Solomon* v. *Du Preez* (1920) 37 So. African L. J. 466.

One who intentionally induces another to break a contract with a third party is liable in tort. *Lumley* v. *Gye* (1853) 2 El. & Bl. 216; *Bowen* v. *Speer* (Tex. 1914) 166 S. W. 1183. However, a defendant may justify his conduct by showing that he acted in furtherance of a social duty, *e. g.,* protecting school children from exposure to disease. *Legris* v. *Marcotte* (1906) 129 Ill. App. 67. Analogically, it seems that the defendant in the instant case might justify his conduct on the ground that it is the policy of the law to prevent the disruption of the marital status. As one illustration, husband and wife, at common law, were incompetent to testify against each other. See *Schreffler* v. *Chase* (1910) 245 Ill. 395, 399, 92 N. E. 272. Also, there is a pronounced tendency to discourage collusive divorces. See N. Y. Code Civ. Proc. § 1758 (1). The question which then arises is whether the defendant's fraudulent conduct should render him liable. Some courts recognize the doctrine of *Lumley* v. *Gye* only when the defendant is guilty of fraud or coercion. *Swain* v. *Johnson* (1909) 151 N. C. 93, 65 S. E. 619; *Ashley* v. *Dixon* (1872) 48 N. Y. 430; but *cf. Posner* v. *Jackson* (1918) 223 N. Y. 325, 119 N. E. 573. It is believed that these cases have no application since the instant case involves an additional competing social policy. It has recently been held that when one is legally privileged to accomplish a certain result the fact that he does so by means of fraudulent representations does not render him liable to the party affected. *Wolf* v. *Wolf* (1921) 194 App. Div. 33, 185 N. Y. Supp. 37; see (1921) 21 COLUMBIA LAW REV. 384. So it seems that, if the defendant could justify his conduct as indicated, the fact that he was guilty of fraud should be immaterial.

TRADE-MARKS—DESCRIPTIVE WORD AS MAGAZINE TITLE—UNFAIR COMPETITION.—The publishers of "Photoplay Magazine" sought to enjoin the defendants from publishing a periodical under the name of "Photo-Play Journal." *Held,* while the word "Photoplay," being primarily descriptive, could not be the subject of a registered trade-mark, it had acquired a secondary meaning, such as to entitle the plaintiff to protection on the ground of unfair competition. *Photoplay Pub. Co.* v. *La Verne Pub. Co.* (C. C. A. 3rd Cir. 1921) 269 Fed. 730.

Since the function of a trade-mark is to identify the origin or ownership of an article, a word which, in its primary meaning, could be truthfully used by others for the same purpose may not be exclusively appropriated. *Elgin Natl.*